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KELLER & BENVENUTTI LLP  
Tobias S. Keller (#151445)  
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Jane Kim (#298192)  
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650 California Street, Suite 1900  
San Francisco, CA 94108  
Tel: 415 496 6723  
Fax: 650 636 9251

*Attorneys for Debtors  
and Debtors in Possession*

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

**In re:**

**PG&E CORPORATION,**

**- and -**

**PACIFIC GAS AND ELECTRIC  
COMPANY,**

**Debtors.**

- ☐ Affects PG&E Corporation  
☐ Affects Pacific Gas and Electric Company  
☒ Affects both Debtors

*\* All papers shall be filed in the Lead Case,  
No. 19-30088 (DM).*

Bankruptcy Case

No. 19 -30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**STIPULATION CONSENTING TO  
EXTENSION OF DEADLINE TO  
ASSUME OR REJECT CERTAIN  
NONRESIDENTIAL REAL  
PROPERTY LEASES PURSUANT  
TO 11 U.S.C. § 365(d)(4)**

PG&E Corporation (“**PG&E Corp**”) and Pacific Gas and Electric Company (the “**Utility**”, and together the “**Debtors**”) as debtors and debtors in possession in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”), and the lessor (the “**Lessor**”) of the real property listed in **Exhibit A**, hereby submit this stipulation (the “**Stipulation**”) consenting to a further extension of time for the Debtors to assume or reject unexpired leases of nonresidential real property pursuant to section 365(d)(4)(B)(ii) of title 11 of the United States Code (the “**Bankruptcy Code**”), and represent and agree as follows:

### **RECITALS**

A. On January 29, 2019 (the “**Petition Date**”), the Debtors commenced the Chapter 11 Cases in the United States Bankruptcy Court for the Northern District of California (the “**Bankruptcy Court**”).

B. By Order dated May 23, 2019 [Docket No. 2227], the Bankruptcy Court extended the time for the Debtors to assume or reject nonresidential real property leases to August 27, 2019 pursuant to section 365(d)(4)(B)(i) of the Bankruptcy Code.

C. The Debtors propose to seek a further extension of time for the Debtors to reject or assume nonresidential real property leases from the Bankruptcy Court. Such an order requires the written consent of the Lessor pursuant to 11 U.S.C. § 365(d)(4)(B)(ii).

D. The Lessor agrees to provide the Debtors with such consent.

NOW, THEREFORE, UPON THE FOREGOING RECITALS, IT IS HEREBY STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THAT THE COURT ORDER THAT:

1. The Lessors consent to, and this Stipulation hereby constitutes “prior written consent of the lessor,” as required by section 365(d)(4)(B)(ii) of the Bankruptcy Code, for an extension or extensions (the “**Extension**”) to the time within which a Debtor must assume any nonresidential real property lease to which it and the Lessor are a party to (the “**Leases**”), until the earlier of (i) the expiration of the term of each of the Leases, or (ii) the effective date of a reorganization plan for the Debtors in these Chapter 11 Cases (the “**Extended Deadline**”).

1           2. Pursuant to section 365(d)(4) of the Bankruptcy Code, the time period within  
2 which the Debtors must assume or reject the Leases is extended from August 27, 2019 through and  
3 including the Extended Deadline.

4           3. No further consent of Lessor shall be required for the sole purpose of  
5 granting the Extension, and the consent granted pursuant to this Stipulation is without prejudice to  
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7 Code, including beyond the Extended Deadline.

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9 pursuant to relief consented to herein is intended or should be construed as: (a) an admission as to  
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11 rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any  
12 particular claim; (d) an admission by the Debtors that any contract or lease, including the Leases,  
13 are executory or unexpired, as applicable; (e) a waiver or limitation of the Debtors' rights under  
14 the Bankruptcy Code or any other applicable law, including the Debtors' right to assume, reject,  
15 and/or seek any other related relief with respect to any contract or lease; or (f) an alteration,  
16 amendment, or other modification of the terms of the Leases.

17           5. This Stipulation may be executed in multiple counterparts, each of which  
18 shall be deemed an original but all of which together shall constitute one and the same instrument.

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20 relief granted pursuant to and in accordance with this Stipulation.

21           7. The terms and conditions of this Stipulation shall be immediately effective  
22 and enforceable upon its entry.

23           8. The Bankruptcy Court retains sole and exclusive jurisdiction to enforce the  
24 provisions of this Stipulation.



**EXECUTION PAGE**


Dated: June 24, 2019

WEIL, GOTSHAL & MANGES LLP  
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim  
Jane Kim  
Attorneys for Debtors  
and Debtors in Possession

Dated: 7 / 14 / 2019

LESSOR

By:   
Capacity: Attorneys for Lessor / Lessor /  
Authorized Officer of Lessor  
Signatory Name:

Representative of Peterson Estate

Signatory Address:

3519 Harborview Dr #4  
Gig Harbor, WA 98332



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**EXHIBIT A**

Name of Lessor: Louis John Peterson as trustee of the Peterson Survivor's  
Trust u/a/d April 5, 1996 and the Peterson Marital Trust u/a/d  
April 5, 1996

Address: 460 Rio Lindo Ave.  
Chico, CA 95926

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**EXECUTION PAGE**

Dated: June 12, 2019

WEIL, GOTSHAL & MANGES LLP  
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim  
Jane Kim  
Attorneys for Debtors  
and Debtors in Possession

Dated: JUNE 17 2019

LESSOR

By: Michael P. Connolly  
Capacity: ~~Attorneys for Lessor~~ / Lessor /  
Authorized Officer of Lessor  
Signatory Name:

MICHAEL P. CONNOLLY

Signatory Address:

39111 PASSEO PADRE PARKWAY  
SUITE 310

FREMONT, CA 94538

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**EXHIBIT A**

Name of Lessor: LUJACK ENTERPRISES, LLC

Property Address: 624 N Street  
Sanger, CA 93657



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(stephen.karotkin@weil.com)  
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Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153-0119

**EXECUTION PAGE**


Dated: July 12, 2019

WEIL, GOTSHAL & MANGES LLP  
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim  
Jane Kim  
Attorneys for Debtors  
and Debtors in Possession

Dated: 7 / 19 / 2019

LESSOR

By:   
Capacity: Attorneys for Lessor / Lessor /  
Authorized Officer of Lessor  
Signatory Name:

MARK C. JONES

Signatory Address:

1220 CASINO ROAD

MEDFORD, OR 97501

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**EXHIBIT A**

Name of Lessor: MARK AND BONNIE JONES, DBA MBJ RENTALS

Property Address: 65 Erickson Ct., Suite 5  
Arcata, CA 95521

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767 Fifth Avenue  
New York, NY 10153-0119

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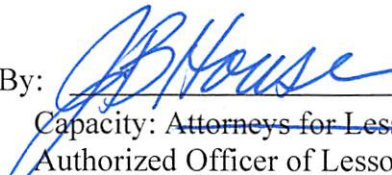
Dated: June 6, 2019

WEIL, GOTSHAL & MANGES LLP  
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim  
Jane Kim  
Attorneys for Debtors  
and Debtors in Possession

Dated: \_\_\_\_\_ / \_\_\_\_ / 2019

LESSOR

By:   
Capacity: ~~Attorneys for Lessor~~ / Lessor /  
Authorized Officer of Lessor  
Signatory Name:

JAMES B HOUSE

Signatory Address:

P.O. Box 9000

Reno, NV 89507

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**EXHIBIT A**

Name of Lessor: MARYSVILLE GROUP, LLC

Property Address: 231 D St., Suite A  
Marysville, CA 95901

**Weil, Gotshal & Manges LLP**  
767 Fifth Avenue  
New York, NY 10153-0119



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Debtors.

- ☐ Affects PG&E Corporation  
☐ Affects Pacific Gas and Electric Company  
☒ Affects both Debtors

\* All papers shall be filed in the Lead Case,  
No. 19-30088 (DM).

Bankruptcy Case

No. 19 -30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**STIPULATION CONSENTING TO  
EXTENSION OF DEADLINE TO  
ASSUME OR REJECT CERTAIN  
NONRESIDENTIAL REAL  
PROPERTY LEASES PURSUANT  
TO 11 U.S.C. § 365(d)(4)**



PG&E Corporation ("**PG&E Corp**") and Pacific Gas and Electric Company (the "**Utility**", and together the "**Debtors**") as debtors and debtors in possession in the above-captioned chapter 11 cases (the "**Chapter 11 Cases**"), and the lessor (the "**Lessor**") of the real property listed in **Exhibit A**, hereby submit this stipulation (the "**Stipulation**") consenting to a further extension of time for the Debtors to assume or reject unexpired leases of nonresidential real property pursuant to section 365(d)(4)(B)(ii) of title 11 of the United States Code (the "**Bankruptcy Code**"), and represent and agree as follows:

**RECITALS**

A. On January 29, 2019 (the "**Petition Date**"), the Debtors commenced the Chapter 11 Cases in the United States Bankruptcy Court for the Northern District of California (the "**Bankruptcy Court**").

B. By Order dated May 23, 2019 [Docket No. 2227], the Bankruptcy Court extended the time for the Debtors to assume or reject nonresidential real property leases to August 27, 2019 pursuant to section 365(d)(4)(B)(i) of the Bankruptcy Code.

C. The Debtors propose to seek a further extension of time for the Debtors to reject or assume nonresidential real property leases from the Bankruptcy Court. Such an order requires the written consent of the Lessor pursuant to 11 U.S.C. § 365(d)(4)(B)(ii).

D. The Lessor agrees to provide the Debtors with such consent.

NOW, THEREFORE, UPON THE FOREGOING RECITALS, IT IS HEREBY STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THAT THE COURT ORDER THAT:

1. The Lessors consent to, and this Stipulation hereby constitutes "prior written consent of the lessor," as required by section 365(d)(4)(B)(ii) of the Bankruptcy Code, for an extension or extensions (the "**Extension**") to the time within which a Debtor must assume any nonresidential real property lease to which it and the Lessor are a party to (the "**Leases**"), until the earlier of (i) the expiration of the term of each of the Leases, or (ii) the effective date of a reorganization plan for the Debtors in these Chapter 11 Cases (the "**Extended Deadline**").

2. Pursuant to section 365(d)(4) of the Bankruptcy Code, the time period within which the Debtors must assume or reject the Leases is extended from August 27, 2019 through and including the Extended Deadline.

3. No further consent of Lessor shall be required for the sole purpose of granting the Extension, and the consent granted pursuant to this Stipulation is without prejudice to the Debtors' right to seek further extensions as provided in section 365(d)(4) of the Bankruptcy Code, including beyond the Extended Deadline.

4. Nothing contained in this Stipulation or any actions taken by the Debtors pursuant to relief consented to herein is intended or should be construed as: (a) an admission as to the validity or amount of any particular claim against the Debtors; (b) a waiver of the Debtors' rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an admission by the Debtors that any contract or lease, including the Leases, are executory or unexpired, as applicable; (e) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law, including the Debtors' right to assume, reject, and/or seek any other related relief with respect to any contract or lease; or (f) an alteration, amendment, or other modification of the terms of the Leases.

5. This Stipulation may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

6. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to and in accordance with this Stipulation.

7. The terms and conditions of this Stipulation shall be immediately effective and enforceable upon its entry.

8. The Bankruptcy Court retains sole and exclusive jurisdiction to enforce the provisions of this Stipulation.

**EXECUTION PAGE**

Dated: June 6, 2019

WEIL, GOTSHAL & MANGES LLP  
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim

Jane Kim  
Attorneys for Debtors  
and Debtors in Possession

Dated: June / 10 / 2019

LESSOR

By: [Signature]

Capacity: ~~Attorneys for Lessor / Lessor /~~  
Authorized Officer of Lessor  
Signatory Name:

Traci Parry

Signatory Address:

411 Davis St. #102

Vacaville, CA 95688

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**EXHIBIT A**

Name of Lessor: MASON STREET CENTRE, LLC

Property Address: 770 Mason Street, Suite 160  
Vacaville, CA 95688



WEIL, GOTSHAL & MANGES LLP  
Stephen Karotkin (*pro hac vice*)  
(stephen.karotkin@weil.com)  
Ray C. Schrok, P.C. (*pro hac vice*)  
(ray.schrok@weil.com)  
Jessica Liou (*pro hac vice*)  
(jessica.liou@weil.com)  
Matthew Goren (*pro hac vice*)  
(matthew.goren@weil.com)|  
767 Fifth Avenue  
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Tel: 212 310 8000  
Fax: 212 310 8007

KELLER & BENVENUTTI LLP  
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(tkeller@kellerbenvenutti.com)  
Jane Kim (#298192)  
(jkim@kellerbenvenutti.com)  
650 California Street, Suite 1900  
San Francisco, CA 94108  
Tel: 415 496 6723  
Fax: 650 636 9251

*Attorneys for Debtors  
and Debtors in Possession*

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

**In re:**

**PG&E CORPORATION,**

**- and -**

**PACIFIC GAS AND ELECTRIC  
COMPANY,**

**Debtors.**

- ☐ Affects PG&E Corporation  
☐ Affects Pacific Gas and Electric Company  
☒ Affects both Debtors

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TO 11 U.S.C. § 365(d)(4)**



1 PG&E Corporation ("**PG&E Corp**") and Pacific Gas and Electric Company (the  
2 "**Utility**", and together the "**Debtors**") as debtors and debtors in possession in the above-captioned  
3 chapter 11 cases (the "**Chapter 11 Cases**"), and the lessor (the "**Lessor**") of the real property  
4 listed in Exhibit A, hereby submit this stipulation (the "**Stipulation**") consenting to a further  
5 extension of time for the Debtors to assume or reject unexpired leases of nonresidential real  
6 property pursuant to section 365(d)(4)(B)(ii) of title 11 of the United States Code (the  
7 "**Bankruptcy Code**"), and represent and agree as follows:

8 **RECITALS**

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10 Chapter 11 Cases in the United States Bankruptcy Court for the Northern District of California (the  
11 "**Bankruptcy Court**").

12 B. By Order dated May 23, 2019 [Docket No. 2227], the Bankruptcy Court  
13 extended the time for the Debtors to assume or reject nonresidential real property leases to August  
14 27, 2019 pursuant to section 365(d)(4)(B)(i) of the Bankruptcy Code.

15 C. The Debtors propose to seek a further extension of time for the Debtors to  
16 reject or assume nonresidential real property leases from the Bankruptcy Court. Such an order  
17 requires the written consent of the Lessor pursuant to 11 U.S.C. § 365(d)(4)(B)(ii).

18 D. The Lessor agrees to provide the Debtors with such consent.

19 NOW, THEREFORE, UPON THE FOREGOING RECITALS, IT IS HEREBY  
20 STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE  
21 UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THAT THE COURT ORDER  
22 THAT:

23 1. The Lessors consent to, and this Stipulation hereby constitutes "prior written  
24 consent of the lessor," as required by section 365(d)(4)(B)(ii) of the Bankruptcy Code, for an  
25 extension or extensions (the "**Extension**") to the time within which a Debtor must assume any  
26 nonresidential real property lease to which it and the Lessor are a party to (the "**Leases**"), until the  
27 earlier of (i) the expiration of the term of each of the Leases, or (ii) the effective date of a  
28 reorganization plan for the Debtors in these Chapter 11 Cases (the "**Extended Deadline**").

1                   2.     Pursuant to section 365(d)(4) of the Bankruptcy Code, the time period within  
2     which the Debtors must assume or reject the Leases is extended from August 27, 2019 through and  
3     including the Extended Deadline.

4                   3.     No further consent of Lessor shall be required for the sole purpose of  
5     granting the Extension, and the consent granted pursuant to this Stipulation is without prejudice to  
6     the Debtors' right to seek further extensions as provided in section 365(d)(4) of the Bankruptcy  
7     Code, including beyond the Extended Deadline.

8                   4.     Nothing contained in this Stipulation or any actions taken by the Debtors  
9     pursuant to relief consented to herein is intended or should be construed as: (a) an admission as to  
10    the validity or amount of any particular claim against the Debtors; (b) a waiver of the Debtors'  
11    rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any  
12    particular claim; (d) an admission by the Debtors that any contract or lease, including the Leases,  
13    are executory or unexpired, as applicable; (e) a waiver or limitation of the Debtors' rights under  
14    the Bankruptcy Code or any other applicable law, including the Debtors' right to assume, reject,  
15    and/or seek any other related relief with respect to any contract or lease; or (f) an alteration,  
16    amendment, or other modification of the terms of the Leases.

17                  5.     This Stipulation may be executed in multiple counterparts, each of which  
18    shall be deemed an original but all of which together shall constitute one and the same instrument.

19                  6.     The Debtors are authorized to take all actions necessary to effectuate the  
20    relief granted pursuant to and in accordance with this Stipulation.

21                  7.     The terms and conditions of this Stipulation shall be immediately effective  
22    and enforceable upon its entry.

23                  8.     The Bankruptcy Court retains sole and exclusive jurisdiction to enforce the  
24    provisions of this Stipulation.  
25  
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**EXECUTION PAGE**

Dated: June 24, 2019

WEIL, GOTSHAL & MANGES LLP  
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim  
Jane Kim  
Attorneys for Debtors  
and Debtors in Possession

Dated: 7 / 23 / 2019

LESSOR

By: (X) [Signature]  
Capacity: Attorneys for Lessor / Lessor /  
Authorized Officer of Lessor  
Signatory Name:

Jas. Thiara

Signatory Address:

P.O. Box 1071

Marysville, CA 95901

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**EXHIBIT A**

Name of Lessor: MECHANICAL & IRRIGATION SOLUTIONS INC.

Property Address: 3199 E. Onstott Road  
Yuba City, CA 95991

WEIL, GOTSHAL & MANGES LLP  
Stephen Karotkin (*pro hac vice*)  
(stephen.karotkin@weil.com)  
Ray C. Schrok, P.C. (*pro hac vice*)  
(ray.schrok@weil.com)  
Jessica Liou (*pro hac vice*)  
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Jane Kim (#298192)  
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Tel: 415 496 6723  
Fax: 650 636 9251

*Attorneys for Debtors  
and Debtors in Possession*

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

**In re:**

**PG&E CORPORATION,**

**- and -**

**PACIFIC GAS AND ELECTRIC  
COMPANY,**

**Debtors.**

- ☐ Affects PG&E Corporation  
☐ Affects Pacific Gas and Electric Company  
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*\* All papers shall be filed in the Lead Case,  
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Bankruptcy Case

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**EXECUTION PAGE**

Dated: June 24, 2019

WEIL, GOTSHAL & MANGES LLP  
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim  
Jane Kim  
Attorneys for Debtors  
and Debtors in Possession

Dated: July 11 2019

LESSOR

By: MICHAEL KYLE  
Capacity: Attorneys for Lessor / Lessor /  
Authorized Officer of Lessor  
Signatory Name

Michael Kyle  
Signatory Address:

4349 OLD Santa FE ROAD  
SAN LUIS OBISPO CA.

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**EXHIBIT A**

Name of Lessor: MICHAEL S KYLE

Property Address: 4340 Old Santa Fe Road  
San Luis Obispo, CA 93401

WEIL, GOTSHAL & MANGES LLP  
Stephen Karotkin (*pro hac vice*)  
(stephen.karotkin@weil.com)  
Ray C. Schrok, P.C. (*pro hac vice*)  
(ray.schrok@weil.com)  
Jessica Liou (*pro hac vice*)  
(jessica.liou@weil.com)  
Matthew Goren (*pro hac vice*)  
(matthew.goren@weil.com)|  
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Tel: 212 310 8000  
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(tkeller@kellerbenvenutti.com)  
Jane Kim (#298192)  
(jkim@kellerbenvenutti.com)  
650 California Street, Suite 1900  
San Francisco, CA 94108  
Tel: 415 496 6723  
Fax: 650 636 9251

*Attorneys for Debtors  
and Debtors in Possession*

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

**In re:**

**PG&E CORPORATION,**

**- and -**

**PACIFIC GAS AND ELECTRIC  
COMPANY,**

**Debtors.**

- ☐ Affects PG&E Corporation  
☐ Affects Pacific Gas and Electric Company  
☒ Affects both Debtors

*\* All papers shall be filed in the Lead Case,  
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Bankruptcy Case

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PG&E Corporation (“**PG&E Corp**”) and Pacific Gas and Electric Company (the “**Utility**”, and together the “**Debtors**”) as debtors and debtors in possession in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”), and the lessor (the “**Lessor**”) of the real property listed in **Exhibit A**, hereby submit this stipulation (the “**Stipulation**”) consenting to a further extension of time for the Debtors to assume or reject unexpired leases of nonresidential real property pursuant to section 365(d)(4)(B)(ii) of title 11 of the United States Code (the “**Bankruptcy Code**”), and represent and agree as follows:

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D. The Lessor agrees to provide the Debtors with such consent.

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**EXECUTION PAGE**

Dated: June 6, 2019

WEIL, GOTSHAL & MANGES LLP  
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim

Jane Kim  
Attorneys for Debtors  
and Debtors in Possession

Dated: JUNE /21/2019

LESSOR

By: Gaylord R Schaar

Capacity: Attorneys for Lessor / Lessor /  
Authorized Officer of Lessor  
Signatory Name:

GAYLORD SCHAAP

Signatory Address:

POB 874  
MONTE RIO, CA 95462

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**EXHIBIT A**

Name of Lessor: MOUNT JACKSON BUILDING ASSOCIATION, INC.

Property Address: 14040 Church Street  
Guerneville, CA 95446



WEIL, GOTSHAL & MANGES LLP  
Stephen Karotkin (*pro hac vice*)  
(stephen.karotkin@weil.com)  
Ray C. Schrok, P.C. (*pro hac vice*)  
(ray.schrok@weil.com)  
Jessica Liou (*pro hac vice*)  
(jessica.liou@weil.com)  
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*Attorneys for Debtors  
and Debtors in Possession*

UNITED STATES BANKRUPTCY COURT  
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**- and -**

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**Debtors.**

- ☐ Affects PG&E Corporation  
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21                   7. The terms and conditions of this Stipulation shall be immediately effective  
22 and enforceable upon its entry.

23                   8. The Bankruptcy Court retains sole and exclusive jurisdiction to enforce the  
24 provisions of this Stipulation.

PG&E Corporation (“**PG&E Corp**”) and Pacific Gas and Electric Company (the “**Utility**”, and together the “**Debtors**”) as debtors and debtors in possession in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”), and the lessor (the “**Lessor**”) of the real property listed in Exhibit A, hereby submit this stipulation (the “**Stipulation**”) consenting to a further extension of time for the Debtors to assume or reject unexpired leases of nonresidential real property pursuant to section 365(d)(4)(B)(ii) of title 11 of the United States Code (the “**Bankruptcy Code**”), and represent and agree as follows:

**RECITALS**

A. On January 29, 2019 (the “**Petition Date**”), the Debtors commenced the Chapter 11 Cases in the United States Bankruptcy Court for the Northern District of California (the “**Bankruptcy Court**”).

B. By Order dated May 23, 2019 [Docket No. 2227], the Bankruptcy Court extended the time for the Debtors to assume or reject nonresidential real property leases to August 27, 2019 pursuant to section 365(d)(4)(B)(i) of the Bankruptcy Code.

C. The Debtors propose to seek a further extension of time for the Debtors to reject or assume nonresidential real property leases from the Bankruptcy Court. Such an order requires the written consent of the Lessor pursuant to 11 U.S.C. § 365(d)(4)(B)(ii).

D. The Lessor agrees to provide the Debtors with such consent.

NOW, THEREFORE, UPON THE FOREGOING RECITALS, IT IS HEREBY STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THAT THE COURT ORDER THAT:

1. The Lessors consent to, and this Stipulation hereby constitutes “prior written consent of the lessor,” as required by section 365(d)(4)(B)(ii) of the Bankruptcy Code, for an extension or extensions (the “**Extension**”) to the time within which a Debtor must assume any nonresidential real property lease to which it and the Lessor are a party to (the “**Leases**”), until the earlier of (i) the expiration of the term of each of the Leases, or (ii) the effective date of a reorganization plan for the Debtors in these Chapter 11 Cases (the “**Extended Deadline**”).

**EXECUTION PAGE**

Dated: June 6, 2019

WEIL, GOTSHAL & MANGES LLP  
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim

Jane Kim  
Attorneys for Debtors  
and Debtors in Possession

Dated: 6/13/2019

LESSOR

By: Steven A. Rocchi

Capacity: Attorneys for Lessor / Lessor /  
Authorized Officer of Lessor

Signatory Name:

STEVEN A. ROCCHI

MRB ASSOCIATES

Signatory Address:

1550 -A MYERS ST.

OROVILLE CA 95865

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**EXHIBIT A**

Name of Lessor: MRB ASSOCIATES

Property Address: 1567 Huntoon Street  
Oroville, CA 95965

**Weil, Gotshal & Manges LLP**  
767 Fifth Avenue  
New York, NY 10153-0119



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San Francisco, CA 94108  
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*Attorneys for Debtors  
and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

**In re:**

**PG&E CORPORATION,**

**- and -**

**PACIFIC GAS AND ELECTRIC  
COMPANY,**

**Debtors.**

- ☐ Affects PG&E Corporation  
☐ Affects Pacific Gas and Electric Company  
☒ Affects both Debtors

*\* All papers shall be filed in the Lead Case,  
No. 19-30088 (DM).*

Bankruptcy Case

No. 19 -30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**STIPULATION CONSENTING TO  
EXTENSION OF DEADLINE TO  
ASSUME OR REJECT CERTAIN  
NONRESIDENTIAL REAL  
PROPERTY LEASES PURSUANT  
TO 11 U.S.C. § 365(d)(4)**



1 PG&E Corporation (“**PG&E Corp**”) and Pacific Gas and Electric Company (the  
2 “**Utility**”, and together the “**Debtors**”) as debtors and debtors in possession in the above-captioned  
3 chapter 11 cases (the “**Chapter 11 Cases**”), and the lessor (the “**Lessor**”) of the real property  
4 listed in Exhibit A, hereby submit this stipulation (the “**Stipulation**”) consenting to a further  
5 extension of time for the Debtors to assume or reject unexpired leases of nonresidential real  
6 property pursuant to section 365(d)(4)(B)(ii) of title 11 of the United States Code (the  
7 “**Bankruptcy Code**”), and represent and agree as follows:

8 **RECITALS**

9 A. On January 29, 2019 (the “**Petition Date**”), the Debtors commenced the  
10 Chapter 11 Cases in the United States Bankruptcy Court for the Northern District of California (the  
11 “**Bankruptcy Court**”).

12 B. By Order dated May 23, 2019 [Docket No. 2227], the Bankruptcy Court  
13 extended the time for the Debtors to assume or reject nonresidential real property leases to August  
14 27, 2019 pursuant to section 365(d)(4)(B)(i) of the Bankruptcy Code.

15 C. The Debtors propose to seek a further extension of time for the Debtors to  
16 reject or assume nonresidential real property leases from the Bankruptcy Court. Such an order  
17 requires the written consent of the Lessor pursuant to 11 U.S.C. § 365(d)(4)(B)(ii).

18 D. The Lessor agrees to provide the Debtors with such consent.

19 NOW, THEREFORE, UPON THE FOREGOING RECITALS, IT IS HEREBY  
20 STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE  
21 UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THAT THE COURT ORDER  
22 THAT:

23 1. The Lessors consent to, and this Stipulation hereby constitutes “prior written  
24 consent of the lessor,” as required by section 365(d)(4)(B)(ii) of the Bankruptcy Code, for an  
25 extension or extensions (the “**Extension**”) to the time within which a Debtor must assume any  
26 nonresidential real property lease to which it and the Lessor are a party to (the “**Leases**”), until the  
27 earlier of (i) the expiration of the term of each of the Leases, or (ii) the effective date of a  
28 reorganization plan for the Debtors in these Chapter 11 Cases (the “**Extended Deadline**”).

2. Pursuant to section 365(d)(4) of the Bankruptcy Code, the time period within which the Debtors must assume or reject the Leases is extended from August 27, 2019 through and including the Extended Deadline.

3. No further consent of Lessor shall be required for the sole purpose of granting the Extension, and the consent granted pursuant to this Stipulation is without prejudice to the Debtors' right to seek further extensions as provided in section 365(d)(4) of the Bankruptcy Code, including beyond the Extended Deadline.

4. Nothing contained in this Stipulation or any actions taken by the Debtors pursuant to relief consented to herein is intended or should be construed as: (a) an admission as to the validity or amount of any particular claim against the Debtors; (b) a waiver of the Debtors' rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an admission by the Debtors that any contract or lease, including the Leases, are executory or unexpired, as applicable; (e) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law, including the Debtors' right to assume, reject, and/or seek any other related relief with respect to any contract or lease; or (f) an alteration, amendment, or other modification of the terms of the Leases.

5. This Stipulation may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

6. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to and in accordance with this Stipulation.

7. The terms and conditions of this Stipulation shall be immediately effective and enforceable upon its entry.

8. The Bankruptcy Court retains sole and exclusive jurisdiction to enforce the provisions of this Stipulation.

**EXECUTION PAGE**

Dated: June 6, 2019

WEIL, GOTSHAL & MANGES LLP  
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim  
Jane Kim  
Attorneys for Debtors  
and Debtors in Possession

Dated: 7 / 10 / 2019

LESSOR

By: [Signature] NRMD Properties LLC  
Capacity: ~~Attorneys for Lessor~~ / Lessor /  
Authorized Officer of Lessor  
Signatory Name:

Jack Daw, LLC member

Signatory Address:

655 Skyway Rd #130  
San Carlos Ca 94070

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**EXHIBIT A**

Name of Lessor: NMD PROPERTIES LLC

Property Address: 401 McCray, Building A, Unit 1  
Hollister, CA 95023

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153-0119